

BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDERS MAY EITHER DOWNLOAD THE REQUEST FOR BID ("RFB") FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, THE AUTHORITY REQUESTS THAT THE BIDDER COMPLETE THIS FORM AND RETURN IT TO THE PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT, EVEN WHEN A BIDDER IS DOWNLOADING THE RFB. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS.

THE NEW JERSEY TURNPIKE AUTHORITY PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices
P.O. Box 5042
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300 Ext. 8640 Fax - 732-750-5399

TITLE: **TREE TRIMMING & REMOVAL SERVICES**

BID NO: **RM-109143**

DUE DATE: **7-28-2014**

TIME: **11:00 AM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE TO THE ABOVE ADDRESS

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

FAX NO

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

THE NEW JERSEY TURNPIKE AUTHORITY
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices
P.O. Box 5042
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300 Fax - 732-750-5399

REQUEST FOR BID

TITLE: **TREE TRIMMING & REMOVAL SERVICES**

BID NO: **RM-109143**

DUE DATE: **7-28-2014**

TIME: **11:00 AM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE TO THE ABOVE ADDRESS

BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)

Please Print

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

FAX NO

____BUSINESS CORPORATION____PARTNERSHIP____INDIVIDUAL

____OTHER (SPECIFY)____

SECTION I

A. INTRODUCTION

The New Jersey Turnpike Authority (the “Authority”) was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway (“GSP”) and the New Jersey Turnpike (“Turnpike”) (both roads are collectively referred to herein as the “Roadways”).

The Authority is governed by an eight member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

B. BIDDER GUIDELINES/CHECKLIST

BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

- 1** The Request of Bid ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
- 2** The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
- 3** All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
- 4** All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
- 5** The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
- 6** If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:
 - a) Bid Bond or Cashier's Check for 10% of the amount Bid or a Letter of Surety ☒
 - b) Stockholder/Partnership Disclosure Statement ☒
- 7.** See the Authority's Instruction to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.

State of New Jersey Division of Revenue Business Registration Certificate	<input checked="" type="checkbox"/>
Certification of Registration with the Secretary of State (only if non-NJ corporation)	<input checked="" type="checkbox"/>
Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)	<input checked="" type="checkbox"/>
Public Works Contractor Registration Certificate(s) (if applicable)	<input checked="" type="checkbox"/>
Affirmative Action Information Sheet with Certificate or Form AA302	<input checked="" type="checkbox"/>
Signed Mandatory Equal Employment Opportunity Language	<input checked="" type="checkbox"/>
SBE/WBE/MBE Certificates and Form	<input checked="" type="checkbox"/>
Vendor Disclosure Form (EO129-Location of Services)	<input checked="" type="checkbox"/>
Notice of Set-Off for State Tax (P.L. 1999, c 159)	<input checked="" type="checkbox"/>
Automobile Insurance Liability Waiver	<input type="checkbox"/>
Insurance Certificate	<input checked="" type="checkbox"/>
Disclosure of Investment in Iran	<input checked="" type="checkbox"/>
Prequalification Questioner	<input checked="" type="checkbox"/>
Bidder must sign Bid	<input checked="" type="checkbox"/>

SECTION II

A. INTENTION

1. Sealed Bids for RM-109143 must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement of **TREE TRIMMING & REMOVAL SERVICES**.
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 x 8632 and jjparmigiani@turnpike.state.nj.us

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.**
3. Written requests can be submitted by FAX at 732-750-5399.
4. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority’s interpretation of such ambiguity or inconsistency.

5. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.
6. The Bidder shall not attach conditions, limitations or provisos to their Bid, except in cases where "exceptions" are permitted.
7. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the proposal on items other than what is specified, and wishes the items proposed to be considered as an "Approved Equivalent", the Bidder shall enter a price on the Bid sheet then submit on the Exception Sheet in the exact format of the line item on the RFB contained herein, the item number, an item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

C. BASIS OF AWARD

1. **Bidders must supply a price for every item listed. Bids not having a price for all listed items may be rejected.**
2. **Bidders must quote only one price per line item. If a Bidder quotes multiple prices per line item, the Bid may be rejected.**
3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.
4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsive Bidder for the total line items Bid.

D. MISCELLANEOUS

1. Delivery Date _____
(Insert if applicable)
2. Payment Terms: The Authority's standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.

Discount: Maximum time period _____
Percentage _____

Note: Although prompt payment discounts will not be considered in determining low Bid, the Authority reserves the right to take advantage of any such discounts offered.

3. The successful bidder will be required to provide a contract bond if stated in the specifications and (if awarded) 20 % of contract amount.

SPECIFICATIONS

1.0 INTENT OF PRICE AGREEMENT:

The intent of this agreement is to establish a one (1) year price agreement with two (1) year extensions for tree trimming and removal services at various locations along the New Jersey Turnpike and the Garden State Parkway known as (Roadways). The successful "Contractor" will remove overhangs and trees as directed by the Authority and deemed a hazard to the motoring patrons. The Contractor shall also re-establish clear zones during normal, emergency, and or night schedules as defined in this RFB.

The Basis of Award contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid is most advantageous to the Authority. Bids shall be submitted as hourly rates for estimated hours needed by each crew and equipment for each Region as described in the specifications. The Authority is requesting quotes for an additional two (2) line items for infrequently used tree removal equipment. These items will not be factored into the basis of award.

1.1 RESPONSIBILITY OF THE CONTRACTOR:

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Agreement without prior written approval of the Director of Maintenance.

The Contractor shall have on staff during the duration of the contract a full time certified tree expert (CTE) or a certified arborist who would be responsible to oversee the work performed. All aerial bucket truck operators, climbers, and crew foreman shall be trained and hold an ACRT (or an approved equivalent) Line Clearance Certification. The Certificate shall be presented to the Authority upon request.

1.2 LIMITS OF WORK:

This agreement shall be sectorized into one (1) region of the Turnpike - Northern Region (MP 67.2 – 122 and the "HCTE" (Hudson County Turnpike Extension) MP 0.0 to 6.0) and one (1) region of the Parkway – 'Northern Region' (MP 141.5–172.3). The bidder may bid on one or both regions for award; however, the bidder must be able to provide all required services within the entire region for which the bid proposal has been submitted. Partial bids for a given region may be rejected.

2.0 NOTICE OF AWARD DURATION:

The duration of this agreement shall be for twelve (12) months from the date of award with two (2) one (1) year extension options.

2.1 EXTENSION:

If the Director of Maintenance deems it to be in the best interest of the Authority to extend the contract for an additional period of time, the Contractor will be notified in writing, prior to the expiration of the existing contract. The Contractor shall respond with his concurrence, in writing. The Contractor may request an increase of 5% per annum at the same terms and conditions as the notice of award and will remain firm for the entire extension period with the approval of the Director of Procurement and Materials Management (PMM).

3.0 SCOPE OF WORK:

The work performed under this agreement will include the trimming and or removal of overhanging, dead/dying, interfering branches deemed hazardous by the Authority; and/or the complete removal of dead/dying or those trees classified as a hazard to the Authority's motoring patrons, employees, and or facilities at the direction of a designated Authority representative.

The successful Contractor shall be expected to do trimming of the side and top of trees and brush encroaching along the roadside of the Roadway(s) and/or shoulder(s), as well as the total clearing of trees and brush within the Roadways' right-of-way. Work also includes mulching of debris in place, grinding of stumps' and the application of an herbicide to prevent re-growth. Mulched debris can be left in place as long as it does not create a hazard or block drainage as determined by an Authority representative. However, certain areas may require the collection and disposal of chipped and/or mulched debris. The designation of these areas shall be at the sole discretion of the Authority.

The Contractor shall furnish any and all necessary equipment, labor, tools, and materials required for tree trimming and tree removals of scheduled or emergencies as specified in this RFB.

3.1 TREE TRIMMING:

The trimming of trees shall be done in accordance with the latest classes of pruning as stipulated by the 'Tree Care Industry Association (formerly the National Arborist Association) - Pruning Standards for Shade Trees – ANSI A 300, Part 1 Rev. 2008'. Those Classes pertinent to this agreement shall be;

Class I – Fine pruning to improve the structure and health of the tree.

Class II – Standard Pruning consisting of the removal of hazardous, interfering, obstructing, and weak branches.

Class III – Hazard pruning consisting of the removal of damaged or dangerous limbs.

During all pruning work, cuts shall be at the branch collar without leaving stubs, ensuring a proper callus. Remaining branches shall be protected during pruning process, ensuring the continued health of the tree shall not be compromised.

3.2 TREE REMOVALS:

All trees slated for removal shall be handled in an expeditious manner without compromising the safety of those performing the removal, the Authority's motoring patrons, and/or its employees.

In certain instances, complete removal may include the grinding of stumps and exposed roots to a depth of 12" below existing grade utilizing a stump grinder. The stump grinding operation shall be separate from the Tree Removal operation and a separate rate shall incur in accordance to the work performed by the crew as indicated in Section 4.2 of the RFB.

All tree trimming/removals shall include the pickup and disposal of any and all debris including wood chips and any logs derived from scheduled trimming/removals off site unless otherwise directed by the Authority's representative. Cost of log removals shall be in accordance to Section 4.3 – Log Truck. Removal of wood chips shall be in accordance to Section 5.1 of the RFB.

3.3 HERBICIDE APPLICATION:

A herbicide shall be applied to the cambial area of the stumps in accordance with the product label ensuring translocation down to the root system. Once the herbicide application has occurred and enough time has transpired according to manufacturer's application instructions and recommendations, the grinding of stumps may be performed. The herbicide shall be Garlon 4 Ultra or Pathfinder II as manufactured by Dow Agro Sciences Co. or an approved equivalent and shall be supplied by the Contractor during the term of the contract when requested. The herbicide cost and its application shall be included in the proposed hourly crew rate in accordance to subsection 4.1. Any person applying herbicides shall be properly licensed and trained in accordance to the NJ Pesticide Control Regulations – NJAC 7:30 – 6.4.

4.0 EQUIPMENT AND CREW:

In the case of this agreement, a crew shall be defined as both laborers and Equipment as defined in Section 4.1 and 4.2 of these specifications unless otherwise stated in these specifications. In the instance that all two (2) areas within the limits of this agreement are awarded to the same Contractor, the said Contractor may be required to furnish two (2) crews as defined in Section 4.1 along with any additional equipment that may be required to cover the entire road on any given day. Under certain circumstances, the Contractor may also be required to furnish up to three (3) crews as defined in Section 4.1 within each area awarded to them on any given day until the requirement of those circumstances are met.

4.1 TREE TRIMMING/REMOVAL CREW:

As a minimum, each crew shall consist of:

One (1) working crew leader

One (1) climber/ journeyman

One (1) ground man/laborer

One (1) aerial bucket truck, having a maximum reach not less than sixty feet (60') working height and forty feet (40') height at thirty feet (35' side) reach.

One brush chipper with the capability of chipping logs with a minimum (twelve inch (12")) diameter, towed by a truck containing an enclosed dump body capable of collecting a minimum twelve (12) yards of wood chips (the aerial bucket may come complete with chipper box having the capability of performing both operations simultaneously without interruption from each);

Two (2) chainsaws – one (1) having the capability of cutting trees/logs with a forty eight (48") circumference. All crew members shall be competent with the operation of a chainsaw as well as the brush chipper and stump grinder.

The Authority may require a demonstration of the tree climber's ability and competence in climbing, along with journeyman and ground man/laborer's ability to operate a chainsaw and brush chipper prior to the award of this contract. At the minimum, at least one (1) member of each crew shall be proficient in the English language with the ability to maintain daily work records and log as to each crew's daily work records.

The Contractor shall also be required to supply an Attenuator System as a requisite for each given crew while working along the Roadways. The Attenuator System to be supplied is to have been tested in accordance with the 'National Cooperative Highway Research Program Report 350: for test level III at a speed of 62 MPH (100 KM). The Attenuator System shall also be equipped with a minimum 4 foot by 8 foot flashing arrow board attached to the System and shall be fully visible, at all times, to vehicles approaching or following the Attenuator System. This System shall be operated by one of the three members of the crew while traveling to and from the work site and during the mobile process of the tree trim/removal operations being conducted.

4.2 STUMP GRINDING CREW:

As indicated in section 3.2, stumps and exposed roots may be requested for removal. The stump grinding operation shall be handled by a stump grinding crew and shall be separate from the scope of the tree removal process and shall carry a separate rate from the hourly crew rate for trimming and removal. The stump grinding crew shall include one stump grinder capable of grinding all stumps twelve inches (12") below ground level with an operator and one helper. This crew shall perform the stump and exposed roots removal by grinding the stump and its parts to a depth of no less than 12". The Contractor shall be responsible for all mark outs necessary prior to the removal process.

4.3 ADDITIONAL EQUIPMENT:

Crane - Certain tree removals may require the use of a crane to remove said trees in a safe, expeditious manner. The crane shall have a twenty (20) ton working capacity with a capable reach of one hundred (100) feet. The crane operation shall include one (1) operator to work in conjunction with the tree trimming/removal crew. The crane operator shall be trained and certified by the National Commission for the Certification of Crane Operators (NCCCO). This Certificate shall be presented to the Authority upon request. In the instance when the crane is summoned for the tree removal process, the supporting Tree/Trim removal crew shall include a chipper with winch, capable of chipping 18" logs or greater. (No exceptions) The crane must be available within 24 hours when summoned for use.

Skid Steer – During clean up, in extreme cases the use of a skid steer would make the work process more efficient. The skid steer shall be equipped on rubber tracks with a minimum 3/4 yard bucket and capable of handling the following attachments – a Grapple Bucket capable of a safe lift capacity of three thousand pounds (3,000 lbs); a Fecon Bull Hog Mulcher Model BH85 SS (or approved equivalent) with a minimum seventy-two inch (72") working width; A Fecon Dual Knife Bunching Shears Attachment (or approved equivalent) with a minimum fifteen inch (15") diameter cutting capacity. The skid steer operation shall include one (1) operator to work in addition with the tree trimming/removal crew.

Log Truck – Wood removal from site could also be expedited through the use of a "Prentice" log truck Model 120 (or an approved equivalent) equipped with a hydraulic grapple. The log truck shall be equipped to handle a minimum of thirty (30 yards) of log material with the grapple having a minimum 7,500 lb. lift capacity with a reach of 27'. The log truck operation shall include one operator to work in addition with the tree trimming/removal crew. The rate for the log truck shall be based on its hours of service. Disposal of logs shall be at the sole responsibility of the contractor including cost. All disposal sites shall be within ½ hour of the log removal locations unless otherwise approved by Authority personnel.

The Contractor shall provide all equipment necessary (trucks/trailers) to move all the equipment from work location to work location as directed.

4.4 INSPECTION OF EQUIPMENT:

The Authority reserves the right to inspect all equipment prior to the award of the agreement. All inspections shall take place during regular Authority business hours, (Monday-Friday, 7:00 AM – 4:00 PM). Inspections shall be conducted at the awarded contractor's site in the State of New Jersey. The awarded contractor's shall give the Authority seventy two (72) hours advance notice as to the location of equipment. A day, date and time will be established and all equipment to be inspected shall be on contractor's site. If equipment is not on site per the Authority and the contractor's agreed upon day, date, time and location the contractor will be responsible to transport at their sole expense the equipment to the Authority's Hightstown, NJ location on an assigned date and time for inspection.

5.0 SPECIAL REQUIREMENTS:

5.1 CLEANUP:

All debris resulting from any tree work shall be removed and disposed of at the conclusion of each work day unless otherwise directed by the Authority. All cleanup and disposal shall be performed by the Contractor at no additional cost to the Authority. Disposal sites accepting chips, logs, or brush utilized by the Contractor shall be within ½ hour from the work site when disposing of these materials during the work day. Cleanup costs shall be included in the proposed hourly work rate as proposed in accordance to subsections 4.1 and 4.2 of this RFB. The Authority reserves the right to claim all clean wood chips and cut logs to be dropped at a site within close proximity of the workplace.

5.2 MAINTENANCE AND PROTECTION OF TRAFFIC AND NIGHT LIGHTING:

All maintenance and protection of traffic (excluding truck mounted attenuators which will be supplied by the Contractor) required for this Agreement shall be provided by the Authority in accordance to the 2011 Manual for Traffic Control in Work Zones. The Authority shall also make available mobile light towers to provide adequate lighting if and when night time work is scheduled.

5.3 PERSONAL PROTECTIVE EQUIPMENT:

All personnel involved in the services shall be required to wear head protection (hardhat), ear plugs and safety glasses/face shield when performing work operations. All personnel shall be required to wear a reflective safety vest which meets ANSI Standard 107, Class Three (3) Conspicuity, during any activities along the traveled thoroughfare of the Authority. Any personnel who fail to wear the approved safety vest and personal protective equipment shall be considered unauthorized and will be removed from site with no monetary compensation for work performed and all work will be suspended until each member of the crew is equipped with the proper personal protective safety equipment approved by the Authority.

6.0 WORK SCHEDULE:

6.1 AWARD OF CONTRACT:

Once the Contractor(s) receives a notice of award to this agreement, the Authority shall contact and schedule all necessary work. The Contractor will be required to adhere to two (2) work schedules and respond to each as defined in subsections 6.2 and 6.3.

6.2 NORMAL WORK SCHEDULE:

The Authority shall notify the Contractor prior to the start date for any Service. In the event the Authority cannot reach the Contractor upon initial call, the Authority shall leave a message with the answering party/voice mail and the Contractor will be required to call the Authority within twenty four (24hrs) following the initial call. At that time, the Authority will provide the Contractor with the pertinent information regarding the Service to be scheduled. A site visit by both parties may be necessary (at no cost to the Authority) to estimate and plan all necessary details regarding work to be accomplished. The Contractor should be prepared to commence work within three (3) business days unless otherwise authorized and directed by the Authority for a full eight (8) hour shift or until the designated work assignment(s) are accomplished. Normal working hours shall be between 7:00 AM – 3:00 PM (Parkway Division) and 8:00 – 4:30PM (Turnpike Division) with a one-half (1/2) hour lunch break, Monday – Friday, (unless otherwise indicated in the Authority's, **MANUAL FOR TRAFFIC CONTROL IN WORK ZONES**, 1.5 Lane Closure and Shoulder Closure Tables, and Appendix B), excluding Authority holidays. Any hours worked in excess of eight (8) hours per day, or forty (40) hrs. per week will be considered as overtime hours.

6.3 NIGHT WORK SCHEDULE:

In accordance to the Authority's 'Traffic Control Manual', designated areas of the roadway only allow the necessary lanes closures between the hours of 7:00 PM – 6:00 AM. Under this circumstance, the Authority shall notify the Contractor of its intent to complete any necessary tree trimming or removals within these designated areas, within this lane closure time period. The contractor may remain at the designated area one additional hour until 7:00 am to remove its crew and equipment. The Authority will provide the contractor with the pertinent information regarding the tree work to be scheduled during the 'Night Work Schedule'. A site visit by both parties may be necessary (at no cost to the Authority) to estimate and plan all necessary details regarding work to be accomplished. The Contractor shall be compensated for all hours worked at the proposed 'Night Work Schedule' bid rate. In the instance where any additional equipment as indicated in Section 4.3 is necessary for use during the 'Night Work Schedule', the Contractor shall be compensated for all hours utilized at the proposed 'Emergency Call Out' bid rate.

During the scheduled night work, the Authority at its expense shall provide mobile lighting equipment necessary for ample illumination of the work site to ensure the proper and safe implementation of chain sawing and the felling of tree part activities. The Contractor should be prepared to commence work during the 'Night Schedule' within 3 business days of the scheduled start date unless otherwise authorized and directed by the Authority.

6.4 EMERGENCY WORK SCHEDULE:

In the circumstance where natural or unnatural causes create a hazardous condition which may impose imminent danger to life or property, immediate action shall be taken to remediate the situation. The Authority shall notify the Contractor of the emergency with a designated "Emergency Contact Phone Number" (supplied by the Contractor and reachable 24/7) and assign the necessary emergency work required. In the event the Authority cannot reach the Contractor upon the initial call, the Authority shall leave a message with the answering party/voice mail and the Contractor will be required to call the Authority within two (2) hrs. Following the initial call and once contact has been established and the Contractor has received its assignment, Contractors personnel shall arrive at the work site within two (2) hours to commence work.

All work completed during the normal work hours, whether routine or emergency will be considered as straight time. Any emergency response work completed outside the normal work hours will be considered overtime. The Contractor will be insured a minimum of four (4) hours for emergency work call-out.

6.5 FAILURE TO RESPOND:

In the event the Authority is unable to make contact with the Contractor within the prescribed time as set forth in this RFB, the Authority shall authorize the use of Contractors assigned to adjoining areas or, if not feasible, Contractors procured in the open market ("Replacement Contractor") and the defaulting Contractor shall be liable for any and all costs incurred by the Authority, as a result of hiring the Replacement Contractor.

6.6 CONTRACTOR RESPONSE COMPENSATION:

The Contractor's time will begin when he/she reports at the work site fully equipped and ready for complete operation and all equipment ready and fueled and operational for that day, per specifications, to commence work. On a normal schedule eight (8) hour day the Contractor is expected to be at the designated work site between the hours of 7:00 AM until 5:00 PM depending on which roadway (Turnpike/Parkway) unless otherwise directed.

Due to factors beyond the control of the Authority, such as adverse weather conditions, and/or traffic conditions that prohibit necessary lane closings (In accordance to the Authority's '**MANUAL FOR TRAFFIC CONTROL IN WORK ZONES**') or produces unsafe work conditions to the Contractor, Authority personnel and or the motoring public, the Authority reserves the right to stop all work at its discretion and reschedule work completion on the next possible business day. In the event work stoppage occurs before the end of the **eight (8) hour shift**, scheduled work shift, the contractor shall be compensated as follows:

1. If the Contractor reports to the designated work site but does not commence work operations, the Contractor will be credited with a minimum of two (2) crew hours.
2. If the Contractor commences work operations but it is necessary to suspend work before four (4) hours worked, the Contractor will be credited with a minimum of four (4) crew hours.

3. If the Contractor commences work operations but it is necessary to suspend work after four (4) hours worked, the Contractor will then be compensated for the actual hours worked.

The Contractor shall be responsible for performing all work in a continuous operation until complete unless an exception is approved in writing by the Authority.

7.0 MEASUREMENT and PAYMENT:

The Contractor shall be compensated based on crew hours worked and equipment time as defined in Sections 4.1, 4.2 and 4.3 of these specifications. In the event the Contractor is summoned for work that is completed within two (2) weeks, the Contractor shall submit an invoice upon completion of work. If the scheduled work term is greater than two (2) weeks, the Contractor shall submit a monthly invoice covering all work performed during the preceding thirty (30) days.

All billing shall include date(s) of time worked; exact location of site worked by milepost or interchange; and all crew/equipment hours as they correspond to signed 'Daily Report of Tree Trimming and Removal' form supplied by the Authority for each day's work.

BID QUOTATION SHEET

PARKWAY-NORTH REGION (MP'S 141.5-172.3)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	920	CREW HOURS	TREE TRIMMING CREW-3 MAN	\$	\$
2	24	CREW HOURS	EMERGENCY CALL OUT TREE CREW-3 MAN	\$	\$
3	144	HOURS	LOG TRUCK WITH OPERATOR	\$	\$
4	24	HOURS	CRANE WITH OPERATOR	\$	\$

TOTAL OF LINES 1 THROUGH 4 \$ _____

THE LINE ITEMS BELOW WILL NOT BE FACTORED INTO THE DECISION FOR AWARD. THE AWARD WILL BE DETERMINED BY THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR LINE ITEMS 1 THROUGH 4.

BIDDERS ARE ALSO REQUESTED TO BID THE FOLLOWING LINES OR THEIR BID MAY BE REJECTED.

20	HOURS	STUMP GRINDING	\$	\$
24	HOURS	SKID STEER WITH ATTACHMENTS	\$	\$

Name of Company/Authorized Signature of Bidder

BID QUOTATION SHEET

TURNPIKE-NORTHERN REGION (MP'S 67.2-122 AND HCTE MP'S 0.0-6.0)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	824	CREW HOURS	TREE TRIMMING CREW-3 MAN	\$	\$
2	8	CREW HOURS	EMERGENCY CALL OUT TREE CREW-3 MAN	\$	\$
3	80	HOURS	LOG TRUCK WITH OPERATOR	\$	\$
4	8	HOURS	CRANE WITH OPERATOR	\$	\$

TOTAL OF LINES 1 THROUGH 4 \$ _____

THE LINE ITEMS BELOW WILL NOT BE FACTORED INTO THE DECISION FOR AWARD. THE AWARD WILL BE DETERMINED BY THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR LINE ITEMS 1 THROUGH 4.

BIDDERS ARE ALSO REQUESTED TO BID THE FOLLOWING LINES OR THEIR BID MAY BE REJECTED.

8	HOURS	STUMP GRINDING	\$	\$
8	HOURS	SKID STEER WITH ATTACHMENTS	\$	\$

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX TO 732-750-5399 NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING

Name of Company/Authorized Signature of Bidder

NEW JERSEY TURNPIKE AUTHORITY

AUTHORIZED SIGNATURE

E. SIGNATURE PAGE

1. **ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

☐

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

(All Addenda / Inquiries must be acknowledged as indicated above.)

2. **BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.
3. **OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this Bid with full authority so to do; and that all statements contained in this Bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

4. **AUTHORIZED SIGNATURE:** _____

Print Name and Title: _____

Bidder: _____

Address: _____

City, State, Zip: _____

E-mail address _____

Telephone #: _____ Fax: _____

Date: # _____

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-109143

PROPOSAL TITLE: TREE TRIMMING & REMOVAL SERVICES

If you do not choose to respond to this Bid, please complete the form below:

Name of Company_____

Reason you did not respond (Check all that apply)

_____ Cannot supply product or service

_____ Cannot meet technical specifications

_____ Cannot meet delivery specifications

_____ Cannot meet legal requirements
(i.e. Bid/performance/security/insurance, etc.)

_____ Cannot provide a competitive price at this time

_____ Interested in receiving specifications for informational purposes only

_____ Insufficient lead time to respond

_____ Other:(please be specific) _____

Do you wish to remain on our mailing list?

_____Yes

_____No

Additional comments: _____

Signed :(optional)_____

Company:_____

Exception Form: Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk

[illegible]

Delivery Date Exception _____
Warranty Date Exception _____
Vendor's Name _____
Signature of Vendor Responsible Officer _____
Date _____

NEW JERSEY TURNPIKE AUTHORITY

DRAFT CONTRACT

TREE TRIMMING & REMOVAL SERVICES

THIS AGREEMENT, dated _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and _____, a corporation of the State of _____, having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide the **Tree Trimming and Removal Services** specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Order and terminate one (1) year therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Secretary

[Corporate Seal]

BY _____
Joseph W. Mrozek
Executive Director

ATTEST:

Company Name

Name
Title

[Corporate Seal]

BY _____
Name
Title

NEW JERSEY TURNPIKE AUTHORITY
QUALIFICATION QUESTIONNAIRE FOR TREE TRIMMING & REMOVAL SERVICES

Bidders Shall Complete This Questionnaire In Its Entirety. Any Bidder Who Fails To Complete This Form In Its Entirety Shall Be Considered Non-Responsive And May Result In Rejection Of The Bid.

Please Print Clearly:

Name of Contractor: _____

Contact Name: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Cell: _____

Fax: _____

E-Mail: _____

Emergency Contact Name with Cell: _____

Do either the Bidder and or sub-contractor have a "CTE" (Certified Tree Expert) Licensed in the State of New Jersey as Per Specifications or an Arborist that is a member of the "ASCA" (American Society of Consulting Arborists) or a member of the "ISA" (International Society of Arboriculture)? Yes or No and List, which you are a member of: _____

Length of Time in Business: _____

Number of Employees (Per Crew, Per Specification): _____

Please list the amount of Supervisors (Per Crew, Per Specification): _____

List all Equipment your firm owns: _____

Please List any and all Sub Contractors that may or may not be utilized in this solicitation and list any and all equipment that may or may not be used by sub-contractor: _____

Has the bidder or sub-contractor been in default (past or current) of any tree trimming contract? If yes, please list and explain: _____

Does the bidder have an Aerial Bucket Truck, Operator and Climber? _____

If any subcontractors are utilized, they must comply with all applicable rules and regulations of the NJ Turnpike Authority and the Garden State Parkway as stated per the specifications and as set forth in the notice of award with the awarded contractor.

_____ / _____

Name of Company and / Authorized Signature of Bidder

Please List 3 References:

Reference # 1

Project Name and Location: _____

Contact Person and Phone Number: _____

Contract Date (Year to Year): _____

Value of Contract: _____

Scope of Services/Work Performed (Please be Specific): _____

Reference # 2

Project Name and Location: _____

Contact Person and Phone Number: _____

Contract Date (Year to Year): _____

Value of Contract: _____

Scope of Services/Work Performed (Please be Specific): _____

Reference # 3

Project Name and Location: _____

Contact Person and Phone Number: _____

Contract Date (Year to Year): _____

Value of Contract: _____

Scope of Services/Work Performed (Please be Specific): _____
